

# EXHIBIT H

## MODIFICATION AGREEMENT

**MODIFICATION AGREEMENT** (this “Modification”) entered into as of November 5, 2014 (the “Effective Date”) between **EMI APRIL MUSIC INC.** and **EMI BLACKWOOD MUSIC INC.** (collectively, “Publisher”), whose addresses are c/o Sony/ATV Music Publishing, 550 Madison Avenue, Fifth Floor, New York, New York 10022, on the one hand, and **KANYE WEST**, individually (“Writer”) and **WEST BRANDS, LLC**, a Delaware limited liability company, individually and d/b/a **YE WORLD MUSIC**, d/b/a **YE WORLD PUBLISHING** and d/b/a **PLEASE GIMME MY PUBLISHING** (“Company”), whose address is c/o Flynn Family Office, 135 West 50<sup>th</sup> Street, 19<sup>th</sup> Floor, New York, NY 10020, Attn: Evan Jehle, CPA/PFS, on the other.

Writer and Company are sometimes individually and collectively referred to in this Modification as “You” and “Your.”

**FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, PUBLISHER AND YOU HEREBY AGREE AS FOLLOWS:**

1. **The Basic Agreement and this Modification.**

1.01 Reference is made to:

(a) The Agreement dated as of October 1, 2003 between EMI April Music Inc., on the one hand, and Ye World Publishing, Inc. (“Ye World”) and Writer, on the other (the “2003 Agreement”);

(b) The Modification Agreement dated as of January 1, 2004 between Publisher, on the one hand, and Ye World, Please Gimme My Publishing, Inc. (“Please Gimme”) and Writer, on the other (the “2004 Modification”);

(c) The Modification and Extension Agreement dated as of May 1, 2005 between Publisher, on the one hand, and Ye World, Please Gimme and Writer, on the other (the “2005 Modification”);

(d) The Modification and Extension Agreement dated as of October 1, 2006 between Publisher, on the one hand, and Ye World, Please Gimme and Writer, on the other (the “2006 Modification”);

(e) The Modification and Extension Agreement dated as of November 1, 2009 between Publisher, on the one hand, and Ye World, Please Gimme and Writer, on the other (the “2009 Modification”);

(f) The Modification and Extension Agreement dated as of November 1, 2011 between Publisher, on the one hand, and Ye World, Please Gimme and Writer, on the other (the “2011 Modification”); and

(g) The Modification Agreement dated as of February 28, 2012 between Publisher, on the one hand, and You, on the other, reflecting the dissolution of Ye World and Please Gimme and the addition of Company as a party to the 2003 Agreement as modified (the “2012 Modification”).

1.02 The 2003 Agreement, as modified by the 2004 Modification, 2005 Modification, 2006 Modification, 2009 Modification, 2011 Modification and 2012 Modification, is hereinafter referred to as the “Basic Agreement.” The Basic Agreement, as modified by this Modification, is sometimes hereinafter referred to as the “Basic Agreement as Modified.” The various terms and expressions defined in the Basic Agreement are hereinafter called the “Defined Terms.” Except as may be otherwise expressly provided for in this Modification, each Defined Term used in this Modification shall have the same meaning as in the Basic Agreement.

10. **Address for Notices.**

10.01 You have advised Publisher, and Publisher hereby acknowledges, that Your address has changed to the address set forth on page one of this Modification, and that such address shall apply to any and all Notices sent by Publisher to You pursuant to the Basic Agreement and/or this Modification. A copy of all Notices to You shall be sent, simultaneously, to: Carroll, Guido & Groffman, LLP, 5 Columbus Circle, 20<sup>th</sup> Floor, New York, NY 10019, Attn: Michael Guido, Esq.

10.02 Publisher has advised You, and You hereby acknowledge, that Your address has changed to the address set forth on page one of this Modification, and that such address shall apply to any and all Notices sent by You to Publisher pursuant to the Basic Agreement and/or this Modification. Notices to Publisher shall be directed to the attention of the Chairman, Sony/ATV Music Publishing, with a copy to be sent, simultaneously, to the Senior Vice-President, Business and Legal Affairs.

10.03 In all other respects, the Notice provisions of the Basic Agreement remain in effect.

11. **Effect of this Modification/Miscellaneous.** Except as otherwise specified in this Modification, the Basic Agreement is hereby ratified and confirmed and shall remain in full force and effect. All prior and contemporaneous conversations, negotiations, agreements, and alleged agreements, representations, covenants and warranties concerning the subject matter of this Modification are merged herein. No prior drafts of this Modification or any deleted language therefrom shall be used in the interpretation hereof; this is a fully-integrated agreement. (The foregoing shall not be deemed to limit the effectiveness of the Basic Agreement as Modified.) This Modification, like the Basic Agreement, is binding on any and all Affiliates of You. This Modification may be executed in counterparts. For purposes of effectuating this Modification, Publisher agrees that Your faxed or scanned signatures on this Modification, together with faxed or scanned signed notary acknowledgements thereof, shall be deemed to constitute Your original signatures and, when same is counter-signed by Publisher (including by fax or scan), constitute a fully-binding agreement between Publisher and You. You represent, warrant, and covenant that Modifications containing Your actual original signatures and original notary acknowledgements shall be sent to Publisher, by overnight courier, within seven (7) days after Publisher receives the faxed or scanned copies thereof.

**AGREED:**

  
 \_\_\_\_\_  
 KANYE WEST, individually

WEST BRANDS, LLC, individually and d/b/a  
 YE WORLD MUSIC, d/b/a YE WORLD PUBLISHING  
 and d/b/a PLEASE GIMME MY PUBLISHING

By:   
 \_\_\_\_\_

EMI APRIL MUSIC INC. (ASCAP)  
 EMI BLACKWOOD MUSIC INC. (BMI)

By:   
 \_\_\_\_\_

ACKNOWLEDGEMENTS

STATE OF New York )  
 ) ss.:  
COUNTY OF New York

On 11/7/14, before me personally came KANYE WEST, known to me, who executed the foregoing instrument, and acknowledged to me that he executed it.

  
Notary Public

**PAUL GUTMAN**  
Notary Public, State of New York  
No. 02GU6138870  
Qualified in New York County  
Commission Expires April 8, 2018

STATE OF New York )  
 ) ss.:  
COUNTY OF New York

On 11/7/14, before me personally came KANYE WEST, known to me, who, being by me duly sworn, did depose and say that he is the Chairman and President of WEST BRANDS, LLC, and who executed the foregoing instrument on behalf of West Brands, LLC, and acknowledged to me that he executed it.

  
Notary Public

**PAUL GUTMAN**  
Notary Public, State of New York  
No. 02GU6138870  
Qualified in New York County  
Commission Expires April 8, 2018

Kanye West 2014 Mod version 2 exec  
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